

Document #4918

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MEMORANDUM

JUNE 25, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: LINDA S. BOURQUE, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD PLANNING AND ZONING
GAY FORBES, DEPUTY DIRECTOR FOR NEIGHBORHOOD
PLANNING AND ZONING
ANTONIO TORRES, SENIOR PLANNER
JOSEPH WALLING, ZONING OFFICER

SUBJECT: REQUEST AUTHORIZATION TO EXECUTE AFFORDABLE
HOUSING AND TRANSPORTATION ACCESS PLAN
AGREEMENTS FOR 57-143 GREW AVENUE, ROSLINDALE,
Z-9694-9651

SUMMARY: In March, 1987 the Authority voted to approve this 90-unit multi-family housing development subject to certain conditions including, among others, that ten percent of the units be affordable to low- and moderate-income households, and that a Transportation Access Plan be provided. Subsequently, an Affordable Housing Agreement and a Transportation Access Plan Agreement have been negotiated, and await approval by the Authority for execution by the Director. Copies are attached.

The Gordon Medford Riverside Realty Trust, appellant, proposes to build a ninety unit (45 two bedroom and 45 two-bedroom with an unfinished family room) multi-family housing development in a single family S.5 zoning district. The property is located on 6.7 acres along Grew Avenue in Roslindale.

At the BRA Board meeting of March 12, 1987 it was voted to approve the three zoning variances required for (a) multi-family use in a single family district, (b) excessive floor area ratio, and (c) excessive building height subject to four provisos. The provisos are: (1) that a transportation access plan including off-street parking to be approved by the City Traffic and Parking Department; (2) that proposed streets be approved by the City Public Improvements Commission; (3) that plans be submitted to the Authority for design review approval; and (4) that five percent of the units will provide homeownership opportunities for low income families (below 50% of the SMSA median income); that two and one half percent of the units will provide homeownership opportunities for moderate income families (below 80% of the SMSA median income) and that two and one half percent of the units will provide homeownership opportunities for upper moderate income families (below 110% of the SMSA median income).

In order to implement some of these provisos the Authority and the developer must execute a Transportation Access Plan Agreement and an Affordable Housing Agreement before the developer may obtain a building permit. These agreements contain the developer's responsibilities and requirements regarding affordable housing and transportation and parking.

The Transportation Access Plan Agreement provides for the development of three individual entrances to the site (Grew Avenue, Mansur, and Cliffmont). The developer and/or condominium association will maintain (i.e., snow plowing, resurfacing, patching, etc.) the private ways (Grew, Mansur and Cliffmont). The agreement also proposes to restrict as much as possible the transportation impact during construction to off peak hours.

The Affordable Housing Agreement calls for the construction of 10 affordable units (2-1BR and 2-2BR for low income families, 3-2BR for moderate income families, and 3-2BR for upper moderate income families). The developer will apply for Homeownership Opportunity Program monies to allow for lower interest rates to qualified homebuyers.

An appropriate vote follows:

VOTED: That the Authority hereby authorizes the Director to enter into a Transportation Access Plan Agreement and an Affordable Housing Agreement with Gordon Medford Riverside Realty Trust. These Agreements shall be substantially in the form attached hereto except for such changes in legal form as may be approved by the Chief General Counsel.

*Doc # 4918
adopted 6/25/87*

TRANSPORTATION ACCESS PLAN AGREEMENT
BETWEEN
THE CITY OF BOSTON TRANSPORTATION DEPARTMENT,
THE BOSTON REDEVELOPMENT AUTHORITY,
AND
GORDON MEDFORD RIVERSIDE REALTY TRUST

This Agreement is entered into this _____ day of _____, 1987,
by and between the City of Boston Transportation Department (hereinafter
referred to as "City"), the Boston Redevelopment Authority (hereinafter
referred to as "the BRA"), and Gordon Medford Riverside Realty Trust a
Massachusetts Real Estate Trust (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, Developer proposes to construct 90 residential units
(hereinafter referred to as "the Cliffmont Project") on the site known as
57-143 Grew Avenue, Roslindale, Massachusetts and bounded by Grew Avenue
to the east, residential land uses on Maynard Street to the west, along
Mansur Street to the south and by various commercial and residential land
uses to the north (hereinafter referred to as "the Cliffmont Site"); and

WHEREAS, a Traffic Impact and Access Plan has been undertaken which
documents traffic and parking impacts of the Cliffmont Project, which Traffic
Impact and Access Plan has been attached hereto as Exhibit A; and

WHEREAS, Developer acknowledges potential traffic and parking impacts
from the construction and operation of the Cliffmont Project and that such
impacts can be mitigated through a construction management plan and a
permanent access plan; and

WHEREAS, the City and the BRA desire to mitigate traffic and parking
impacts from the construction and operation of the Cliffmont Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the parties do hereto mutually agree as follows:

Section 1. Definitions

(a) "Agreement" shall mean this Transportation Access Plan Agreement.

(b) "Cliffmont Project" shall mean the development of 90 residential units on the Cliffmont Site.

(c) "Cliffmont Site" shall mean the site known as 57-143 Grew Avenue, Roslindale, Massachusetts and bounded by Grew Avenue to the east, various residential uses along Maynard Street to the west, along Mansur Street to the south and by various commercial and residential land uses to the north, as more fully set forth in Exhibit B to this Agreement.

(d) "BRA" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, and its successors and assigns.

(e) "Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Boston Inspectional Services Department for the Cliffmont Project.

(f) "City" shall mean the Transportation Department of the City of Boston, its successors and assigns.

(g) "Developer" shall mean Gordon Medford Riverside Realty Trust, a Massachusetts real estate trust with a principal place of business at 45 Wollaston Avenue, Arlington, Massachusetts.

(h) "Effective Date" shall mean the date as defined in Section 21 of this Agreement.

(i) "MBTA" shall mean the Massachusetts Bay Transportation Authority.

(j) "Peak Hours" shall mean the hours between 7:00 a.m. to 9:30 and 4:00 p.m. to 6:00 p.m. on Monday through Friday.

(k) "Off-Peak Hours" shall mean the hours between 9:30 a.m. and 4:00 p.m. on Monday through Friday.

(l) "Term of this Agreement" shall mean the period of time from the Effective Date hereof to thirty (30) years from the date of issuance of the initial Certificate of Occupancy.

(m) "Traffic Impact and Access Plan" shall mean the Transportation Impact Study and Access Plan for the Cliffmont Development dated March, 1987 prepared for Gordon Medford Riverside Realty Trust by Jane Howard, as may from time to time be amended. Any such amendments shall be approved by the BRA and the City which shall not unreasonably withhold such approval.

Section 2. Access/Circulation

(a) Developer shall provide design and operational features to encourage the use of three individual entrances (Grew Avenue, Cliffmont Street and Mansur

Street) to the Cliffmont Site. Said design and operational features, which shall be subject to design review and approval by the BRA, shall include, but not be limited to, the following features:

- (i) Grew Avenue and Cliffmont Street (private ways) shall be built as a Class B road which meets the City Department of Public Works standards.
- (ii) Two barriers will be built on Grew Avenue to create three individual entrances to the Cliffmont site.
- (iii) Current paved portion of Grew Avenue will be patched and resurfaced.
- (iv) Grew Avenue will be built up to the city's line on Mansur Street.
- (v) The private way on Cliffmont Street will be built up to the public street.
- (vi) Developer and/or condominium association will maintain (i.e., snow plowing, resurfacing, patching, etc.) the private ways (Grew, Cliffmont and Mansur) which access the Cliffmont Site.
- (vii) The City's Fire Department and Public Improvements Commission have to approve the street system for the Cliffmont Site.

Section 3. Parking

(a) Developer shall construct approximately 125 parking spaces on the Cliffmont Site. Said spaces shall be composed of approximately 30 on-grade parking spaces along First Street, approximately 36 on-grade parking spaces along Second Street and approximately 64 on-grade parking spaces along Third Street.

(b) Developer shall assign one parking space per unit, as part of the selling price of any unit.

Section 4. Pedestrian Safety

(a) Developer shall provide sidewalks with a minimum width of six feet on both sides of all streets. A planting strip, three feet wide, shall be located between the sidewalks and streets. The sidewalks design and construction shall be subject to design review and approval by the BRA.

(b) Developer shall provide sufficient and appropriate levels of lighting on the walkways throughout the Cliffmont Site. The lighting shall be subject to design review and approval by the BRA.

Section 5. Truck Deliveries

Developer shall use best efforts to schedule truck deliveries to the Cliffmont Site during Off-Peak Hours.

Section 6. Public Transportation

Developer shall encourage the use of public transportation by providing schedules for area transit services and selling MBTA passes to construction workers and Cliffmont Project residents at the Cliffmont Site.

Section 7. Transportation Coordinator

Developer shall designate a transportation coordinator who shall cooperate with the City in the execution and monitoring of the obligations set forth in this Agreement.

Section 8. Construction Management Plan

Developer shall prepare a construction management plan which details measures to insure the maintenance of existing levels of service on adjacent roadways during the construction of the Cliffmont Project and shall submit said plan to the City for approval by the City and such approval shall be obtained before the developer submits any application to the City of Boston Inspectional Services Department for building permits. The construction management plan shall include the following measures:

(a) Pedestrian traffic along Grew Avenue, Cliffmont Street and Mansur Street shall be protected from construction work on the Cliffmont Site.

(b) Excavation of the existing roadways for utilities work and driveway construction for the Cliffmont Project shall be restricted to Off-Peak Hours and/or weekends.

(c) Parking for construction workers on the Cliffmont Project shall be provided on the Cliffmont Site to minimize the impact of the Cliffmont Project on neighbors and area merchants.

(d) Worker shifts for workers on the Cliffmont Project shall be scheduled to minimize conflict with typical commuting periods.

(e) All construction materials for the Cliffmont Project shall be stored on the Cliffmont Site.

(f) Truck deliveries to the Cliffmont Project shall be restricted to Off-Peak Hours and weekends.

(g) Developer shall require heavy truck traffic to use Grew Avenue from Poplar and Canterbury Streets.

(h) Developer shall require regularly scheduled truck traffic to use Grew Avenue from Poplar and Canterbury Streets.

Section 9. Timetable

The Developer shall perform their respective activities in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Developer's Design of		
Developer's Installation of Sidewalks		
Developer's Installation of Lighting		

In addition, Developer shall commence the distribution of schedules for area transit services and the sale of MBTA passes to construction workers and Cliffmont Project residents no later than 60 (sixty) days following the commencement of construction at the Cliffmont Site and shall submit a construction management plan in accordance with Section 8 of this Agreement to the City and the BRA for their approval. The City and the BRA shall have approved said plan prior to the developer's submission of any applications for building permits to the City of Boston's Inspectional Service Department.

Section 10. Defaults and Remedies

In the event of a default, for Developer's failure to comply with the provisions of this Agreement, the City and/or the BRA, in addition to reasonable and customary remedies for default, shall have the right to petition any court of competent jurisdiction for specific performance and any other appropriate relief. In addition, in the event of such a default, Developer shall be liable for the reasonable costs of enforcement to the City and the BRA, including legal expenses.

Section 11. Records and Reports

Project Records. Developer shall keep and maintain books, records and other documents regarding compliance with Sections 5, 6 and 8 of this Agreement, including such transportation data as trip generation and public transit usage, and shall make the same available at all reasonable times for inspection, copying, audit and examination by the City and the BRA.

Section 12. Access to Cliffmont Project

Developer agrees that any duly authorized representative of the City and/or the BRA shall, at all reasonable times, have access to any portion of the Cliffmont Project until the completion of the construction of the Cliffmont Project.

Section 13. Assumption of Liability.

(a) Developer shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

(b) Developer shall assume the defense of and hold the BRA, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 14. Waiver

No act by or on behalf of the City and the BRA shall be, or be deemed or construed to be, any waiver of any requirement or provision of this Agreement, unless such alleged waiver be in writing, signed by the City and the BRA, and is expressly stated to constitute such waiver. Any express, written waiver by the City and the BRA of any rights, terms or conditions of this Agreement shall not operate to waive any rights, terms or conditions of this Agreement or any other rights, terms, conditions the City and the BRA may have as against the Developer other than such rights, terms and conditions as are explicitly set forth in the express, written waiver.

Section 15. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the Massachusetts General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 16. Assignment

Developer may assign its interest in this Agreement, but only subject to and by complying with the following conditions:

- (1) At the time of the assignment, Developer shall not then be in default of any of the terms and conditions of this Agreement applicable to Developer from the effective date hereof to the date of such proposed assignment.
- (2) The assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Developer and the BRA shall have approved the assignment in writing.
- (3) There shall be promptly delivered to the BRA the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the assignee.

Section 17. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer and the public body or bodies succeeding to the interests of the BRA and the City.

Section 18. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the BRA and the City, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

Developer: Gordon Medford Riverside Realty Trust
45 Wollaston Avenue
Arlington, MA

with a copy to: Terence McDermott, Esq.
10 Liberty Square, Suite 500
Boston, Massachusetts 02109

The City: City of Boston Transportation Department
One City Hall Square
Boston, Massachusetts 02201
Attention: Commissioner

with a copy to: City of Boston Law Department
One City Hall Square
Boston, Massachusetts 02201
Attention: City Corporation Counsel

The BRA: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General Counsel

Section 19. Amendment and Approvals

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City, the BRA and Developer.

Approvals by BRA and the City shall also be in writing.

Section 20. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 21. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 22. Table of Contents, Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 23. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 24. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 25. Expiration

This Agreement shall terminate thirty (30) years from the issuance of the initial Certificate of Occupancy and the provisions contained herein shall be null and void as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in three (3) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

CITY OF BOSTON TRANSPORTATION
DEPARTMENT

By

Richard Dimino, Commissioner

BOSTON REDEVELOPMENT AUTHORITY

By

Stephen Coyle, Director

GORDON MEDFORD RIVERSIDE
REALTY TRUST

By

Suzanne Gordon, Trustee

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

Approved as to form:

City of Boston Corporation Counsel

Doc. # 4918
6/25/87

AFFORDABLE HOUSING AGREEMENT

BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

GORDON MEDFORD RIVERSIDE REALTY TRUST

This agreement is entered into this _____ day of _____, 1987, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under Chapter 121B of the Massachusetts General Laws, as amended (hereinafter referred to as the "Authority") and GORDON MEDFORD RIVERSIDE REALTY TRUST, a Massachusetts real estate trust (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, approximately fifty percent of all households within the City of Boston fall below the low income guidelines of the federal and state governments; and

WHEREAS, affordable housing opportunities for low and moderate income families in the City of Boston are limited; and

WHEREAS, the City of Boston desires to increase housing opportunities for low and moderate income families in mixed income residential developments;

WHEREAS, Developer proposes to construct 94 residential units and approximately 125 on-grade parking spaces (hereinafter referred to as the Cliffmont Project") on the site known as 57-143 Grew Avenue and

87-89 Cliffmont Street, Roslindale, Massachusetts and bounded by Grew Avenue to the east, various residential land uses along Maynard Street to the west, Mansur Street to the south and by various commercial and residential land uses to the north and another parcel bounded by Pinedale Street to the north, Grew Avenue to the west, Cliffmont Street to the south, and residential land uses to the east (hereinafter referred to as the "Cliffmont Site"); and

WHEREAS, Developer recognizes the need for low and moderate income housing and of the desirability of providing low and moderately priced units in the Cliffmont Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, parties do hereto mutually agree as follows:

Section 1 - Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- (a) "Agreement" shall mean this Affordable Housing Agreement.
- (b) "Authority" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, and its successors and assigns.

- (c) "Cliffmont Project" shall mean the development of 94 residential units, and approximately 125 on-grade parking spaces on the Cliffmont Site.
- (d) "Cliffmont Site" shall mean the site known as 57-143 Grew Avenue and 87-89 Cliffmont Street, Roslindale, Massachusetts and bounded by Grew Avenue to the east, various residential land uses along Maynard Street to the west, Mansur Street to the south and by various commercial and residential land uses to the north, and a parcel of land bounded by Pinedale Street to the north, Grew Avenue to the west, Cliffmont Street to the south, and residential land uses to the east, as more fully set forth in Exhibit A to this Agreement.
- (e) "Developer" shall mean Gordon Medford Riverside Realty Trust, a Massachusetts real estate trust with its principal place of business at 45 Wollaston Avenue, Arlington, Massachusetts.
- (f) "Effective Date" shall mean the date as defined in Section 15 of this Agreement.
- (g) "Low-Income Household" shall mean a household that is equal to or less than fifty percent (50%) of the median income for the Boston Standard Metropolitan Statistical Area.
- (h) "Moderate-Income Household" shall mean a household that has an income that is greater than fifty percent (50%) of the median income for the

Boston Standard Metropolitan Statistical Area and less than eighty percent (80%) of the median income for the Boston Standard Metropolitan Statistical Area.

- (i) "Upper Moderate-Income Household" shall mean a household that has an income that is greater than eighty percent (80%) of the median income for the Boston Standard Metropolitan Statistical Area and is equal to or less than one hundred and ten percent (110%) of the median income for the Boston Standard Metropolitan Statistical Area.
- (j) "Term of Agreement" shall mean the period of time from the date hereof to thirty (30) years from the Certificate of Occupancy is issued.

Section 2 - Developer's Obligations

- (a) Developer shall construct 94 housing units (45 two bedroom units, 47 two bedroom units with a family room, 2 one bedroom units) and approximately 125 on-grade parking spaces.
- (b) Of these 94 housing units, Developer shall provide ten units for homeownership opportunities to low and moderate income families. The income mix for the affordable units shall be as follows:
 - (1) Two one-bedroom units and two two-bedroom units with unfinished family room areas shall be occupied by Low-Income Households;

(2) Three two-bedroom units with unfinished family room areas shall be occupied by Moderate-Income Households; and

(3) Three two-bedroom units with unfinished family room areas shall be occupied by Upper Moderate-Income Households.

Developer's Affordable Housing proposal which identifies maximum yearly income, monthly payments, sales prices, closing costs and mortgage amount is attached hereto as Exhibit B.

(c) Developer shall sell the units for low and moderate income households based on the following maximum sales price schedule:

One bedroom - Low-Income \$36,000

Two bedroom - Low-Income \$48,000

Two bedroom - Moderate-Income \$85,000

Two bedroom - Upper Moderate-Income \$101,000

Developer shall include in the deed transferring title to the low and moderate income households a deed restriction approved by the Authority limiting the sale of the condominium units to low and moderate income households according to the income mix set forth in subsection (b) above for a period of thirty (30) years from the date the Certificate of Occupancy is issued. This deed restriction shall be in substantially the form attached hereto as Exhibit C.

- (d) Developer shall build the three units for upper moderate-income families in the second phase of construction for the Cliffmont Project.
- (e) Developer shall build the three units for moderate-income families in the third phase of construction for the Cliffmont Project.
- (f) Developer shall build the four units for low income families at 87-89 Cliffmont Street. Developer shall build the foundations, install the sewer lines, and set up the frame of these four units before the city issues a Certificate of Occupancy for the third phase of construction.
- (g) Developer has furnished the Authority with a performance and payment surety bond (or other Assurance of Completion satisfactory to the Authority) running to the Authority which guarantees construction of the above described 4 units of low income housing to be located at 87-89 Cliffmont Street, Roslindale.
- (h) Developer shall apply to the city Public Facilities Department (PFD) for Massachusetts Housing Partnership (MHP) Homeownership Opportunity Program (HOP) assisted mortgages to enable low and moderate income families to purchase their condominiums at below market interest rates.
- (i) Developer will offer the affordable units to low and moderate income families according to the guidelines, rules and regulations set forth by the Massachusetts Housing Partnership (MHP) Homeownership Opportunity Program (HOP). If a family intends to use HOP financing, the HOP

regulations shall prevail over any of the terms and conditions hereof which conflict with the HOP guidelines.

- (j) Developer shall not apply for any building permit for the Cliffmont Project prior to the execution of the Affordable Housing Agreement for the Cliffmont Project.

Section 3 - Authority's Obligations

- (a) Authority shall assist the developer in obtaining below market mortgage interest rates for the ten units to be sold to low and moderate income households under MHP HOP assisted mortgage program.
- (b) Authority shall maintain an affordable housing sales price index based on the Boston SMSA median family income for all households. The index shall be used to evaluate proposed sales prices for the affordable units offered to low- and moderate-income families.

Section 4 - Timetable

The Developer shall perform its activities in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
First Phase Construction		
Second Phase Construction		
Third Phase Construction		
Fourth Phase Construction		
Sale of Affordable Units		

Section 5 - Defaults and Remedies

In the event of a default for Developer's failure to comply with the provisions of this Agreement, the BRA, in addition to reasonable and customary remedies for default, shall have the right to petition any court of competent jurisdiction for specific performance and any other appropriate relief. In addition, in the event of such a default, Developer shall be liable for the reasonable costs of enforcement to the BRA, including legal expenses.

Section 6 - Records and Reports

(a) Project Records. Developer shall keep and maintain books, records, and other documents regarding compliance with the terms and provisions of this Agreement, and shall make the same available at all reasonable times for inspection, copying, audit and examination by the Authority.

(b) Annual Report. Developer shall deliver an annual report setting forth the Developer's progress in completing the Developer's obligations set forth in this Agreement. Said annual report shall be submitted to the Authority within 60 days of the end of each Calendar Year during the Term of this Agreement.

Section 7 - Access to Cliffmont Project

Developer agrees that any duly authorized representative of the Authority shall, at all reasonable times, have access to any portion of the Cliffmont Project until the completion of the construction of the Cliffmont Project.

Section 8. Assumption of Liability.

(a) Developer shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

(b) Developer shall assume the defense of and hold the BRA, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 9. Waiver

No act by or on behalf of the City and the BRA shall be, or be deemed or construed to be, any waiver of any requirement or provision of this Agreement, unless such alleged waiver be in writing, signed by the City and the BRA, and is expressly stated to constitute such waiver. Any express, written waiver by the City and the BRA of any rights, terms or conditions of this Agreement shall not operate to waive any rights, terms or conditions of this Agreement or any other rights, terms, conditions the City and the BRA may have as against the Developer other than such rights, terms and conditions as are explicitly set forth in the express, written waiver.

Section 10. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the Massachusetts General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 11 - Assignment

Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority.

Section 12 - Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer and the public body or bodies succeeding to the interest of the Authority.

Section 13 - Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Gordon Medford Riverside Realty Trust
45 Wollaston Avenue
Arlington, MA

with a copy to: Terence McDermott, Esquire
10 Liberty Square, Suite 500
Boston, MA 02109

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Chief General Counsel

Section 14 - Amendment and Approvals

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City and the Authority. Approvals provided by the Authority pursuant hereto shall be in writing.

Section 15 - Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 16 - Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 17 - Table of Contents, Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 18 - Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 19 - Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 20 - Expiration

This Agreement shall terminate thirty (30) years from the date the Certificate of Occupancy is issued hereof and the provisions contained herein shall be null and void as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in three (3) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By:

Stephen Coyle, Director

WITNESS:

GORDON MEDFORD RIVERSIDE
REALTY TRUST

By:

Suzanne Gordon, Trustee

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

EXHIBIT B

CLIFFMONT PROJECT
57-143 GREW AVENUE, ROSLINDALE, MA
Z-9694-9651
PROPOSED AFFORDABLE HOUSING PROGRAM ESTIMATED COSTS
DEVELOPER: GORDON MEDFORD RIVERSIDE REALTY TRUST

<u>Unit Size</u>	<u>Number of Units</u>	<u>Maximum Yearly Income</u>	<u>Monthly Payments</u>	<u>Sales Prices</u>	<u>Closing Costs</u>	<u>Mortgage Amount</u>
<u>LOW</u>						
1 BR	2	\$14,960	\$349	\$ 36,000	\$ 3,600	\$34,200
2 BR	2	18,700	436	48,000	4,800	45,600
<u>MODERATE</u>						
2 BR	3	29,900	698	85,000	8,500	80,750
<u>UPPER MODERATE</u>						
2 BR	3	41,140	960	101,000	10,100	95,950

Note: All 2 BR units have a family room.

Assumptions:

1. Developer will apply for below market rate interest mortgage monies from the Massachusetts Housing Partnership's (MHP) Homeownership Opportunity Program (HOP).
2. Eligible low and moderate income families will be able to apply for HOP's 5.5% interest rate mortgages.
3. Eligible upper moderate income families will be able to apply for HOP's 8.5% interest rate mortgages or another MHFA below market rate program.
4. Buyers will put a minimum of 5% as a downpayment.
5. Monthly payments include principal, interest, private mortgage insurance, property insurance, property taxes, and \$100 per month for condominium fees.

